



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

turpitude or intentional wrong on the part of the bankrupt, and where these elements are lacking the liability for the conversion should be dischargeable. *Matter of Levitan*, 224 Fed. 241, 34 A. B. R. 789.

**CONTRACTS—RESTRAINT OF TRADE—CONTROLLING PRICES ON RESALE.**—The plaintiff made a contract with the defendant similar to those it made with its other customers, whereby it was agreed that the defendant would sell only the plaintiff's goods, which were manufactured by a secret process, and sell them only at certain specified prices. The defendant broke the contract and the plaintiff sued to recover the damages resulting from the breach. *Held*, the contract is void under the Federal Anti-Trust Act. *Stewart, et al. v. W. T. Raleigh Medical Co.* (Okla.), 159 Pac. 1187. See Notes, p. 398.

**CONTRIBUTORY NEGLIGENCE—RAILROAD CROSSINGS—DUTY OF TRAVELLER.**—The plaintiffs' young daughter was killed by a fast through train as she was attempting to drive across a public crossing in a small village. Her view of the approaching train was somewhat obstructed by empty box cars; but she did not stop, look or listen before attempting to cross the track. *Held*, the plaintiffs cannot recover. *Foreman et ux v. Louisiana Western Ry. Co.* (La.), 73 South. 242. For principles involved, see 3 V. A. LAW REV. 466.

**EMINENT DOMAIN—COMPENSATION—EVIDENCE AS TO VALUE OF PROPERTY.**—Evidence was admitted, over objection, in condemnation proceedings, of the price recently given by the applicant for land situated in near proximity to the land in question, in order to ascertain the value of the land involved in the condemnation proceedings. *Held*, the evidence is admissible. *Baltimore & O. R. Co. v. Bonafield's Heirs* (W. Va.), 90 S. E. 868.

Ordinarily, evidence of the sale of property similarly situated, made at or about the time of the taking of the condemned property, is admissible, as well in condemnation proceeding as in other suits, to prove the value of the property involved in the suit. *Hunt v. Boston*, 152 Mass. 168, 25 N. E. 82; *Baltimore v. Smith Brick Co.*, 80 Md. 458, 31 Atl. 423. Where, however, the sale is made to the party who is seeking to acquire the property in litigation, by condemnation proceedings, there are two distinct views as to the admissibility of evidence of the price given for the property. One view is that if the purchase is made under no circumstances of compulsion, and is not in the nature of a compromise, the price paid for such property is admissible. See *Seaboard Air Line Co. v. Chamblin*, 108 Va. 42, 60 S. E. 727. Other courts, with perhaps better reason, hold that the amount received by such sales is inadmissible in evidence. *Metropolitan St. Ry. Co. v. Walsh*, 197 Mo. 392, 94 S. W. 860; *Peoria Gaslight & C. Co. v. Peoria Terminal Ry. Co.*, 146 Ill. 372, 34 N. E. 550, 21 L. R. A. 373; 2 LEWIS, EMINENT DOMAIN, 2 ed., § 447. It is difficult to see how the condition required by the principal case—that the sale should not be in the nature of a compromise—could actually exist, when one of the parties must acquire the property and the other party is compelled to part with it.